

U8 CIV 7039

4-180424

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

AUG 07 2008
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CMA CGM (AMERICA) LLC,

Plaintiff,

- against -

CIVIL COMPLAINT
IN ADMIRALTY

BELLEVILLE RODAIR INTERNATIONAL,
INC.,

Defendant,
-----X

Plaintiff CMA CGM (AMERICA) LLC, by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant BELLEVILLE RODAIR INTERNATIONAL, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Service Contract.
2. At all times hereinafter mentioned, plaintiff CMA CGM (AMERICA) LLC was and still is a corporation organized and existing under the laws of the State of New Jersey with offices and a place of business at 5701 Lake Wright Drive, Norfolk, VA 23502.
3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.
4. On or about the dates and at the ports of shipment stated in Schedule A, certain good were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published tariff, all as set forth in Schedule A.

5. Thereafter, the goods were carried to the ports of destination and delivered to the consignee and/or its agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$5,683.92, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$5,683.92 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$5,683.92, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

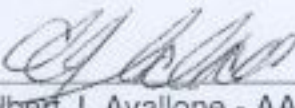
2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
August 4, 2008

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
CMA CGM (AMERICA) LLC
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant BELLEVILLE RODAIR INTERNATIONAL, INC. was and still is a corporation organized and existing under the laws of the State of Delaware, with offices and a place of business at 900 Milik St., Unit 2, Carteret, NJ 07008.

II. Particulars:

1. Bill of Lading No. NA1002877, Invoice No. NAEX0153787, dated January 10, 2004, from Kansas City to Hong Kong via Los Angeles on the Vessel VILLE D'ORION, one (1) twenty-foot and two (2) forty-foot Hi-Cubes SAID TO CONTAIN: DIAMONDSETTER COMPUTER TO PLALTE SYSTEMS, et al., at the applicable tariff and/or Service Contract rate of \$4,649.00 (Exhibit A).

Amount Paid: \$3,647.00

Amount Due: \$1,002.00

2. Bill of Lading No. NA1094921, Invoice No. NAEX0132678, dated December 3, 2005, from Houston to Busan on the Vessel CMA CGM VEGA, one (1) twenty-foot container SAID TO CONTAIN: USED NYLON BELT SLINGS, at the applicable tariff and/or Service Contract rate of \$891.94 (Exhibit B).

Amount Paid: \$0

Amount Due: \$891.94

3. Bill of Lading No. NA1045896, Invoice No. NAEX0062887, dated December 28, 2004, from Crystal Lake, IL to Rio Grande, Brail via New York on the Vessel LIBRA SANTA CATARINA, one (1) twenty-foot container SAID TO CONTAIN: DRUMS LUBRICATING GREASE, at the applicable tariff and/or Service Contract rate of \$1,090.00 (Exhibit C).

Amount Paid: \$1,050.00

Amount Due: \$40.00

4. Bill of Lading No. NA1063963, Invoice Nos. NAEX0089895 and NAEX0089196, dated May 12, 2005, from Hatfield, PA to Nhava Sheva via New York on the Vessel INDAMEX NEW YORK, one (1) forty-foot container SAID TO CONTAIN: SODIUM, at the applicable tariff and/or Service Contract rate of \$1,798.88 (Exhibit D).

Amount Paid: \$1,599.00

Amount Due: \$99.88

5. Bill of Lading No. NA1065556, Invoice No. NAEX0091027, dated May 22, 2005, from Crystal Lake to Rio Grande via New York on the Vessel CSAV RIO PUELO, one (1) forty-foot container SAID TO CONTAIN: DRUMS LUBRICATING GREASE, at the applicable tariff and/or Service Contract rate of \$1,569.80 (Exhibit E).

Amount Paid: \$1,554.80

Amount Due: \$15.00

6. Bill of Lading No. NA1065911, Invoice No. NAEX0098570, dated May 23, 2005, from Timberlake, NC to Rio Grande via Norfolk on the Vessel CSAV RIO PUELO, one (1) twenty-foot container SAID TO CONTAIN: AUTOMOTIVE COMPONENTS, at the applicable tariff and/or Service Contract rate of \$813.00 (Exhibit F).

Amount Paid: \$773.00

Amount Due: \$40.00

7. Bill of Lading No. NA1070117, Invoice No. NAEX0098376, dated June 24, 2005, from Hatfield to Nhava Sheva via New York on the Vessel INDAMEX COLORADO, two (2) forty-foot containers SAID TO CONTAIN: SODIUM BENZOATE, at the applicable tariff and/or Service Contract rate of \$4,347.20 (Exhibit G).

Amount Paid: \$4,332.20

Amount Due: \$15.00

8. Bill of Lading No. NA1071041, Invoice Nos. NAEX0101171 and NAEX0098878, dated June 30, 2005, from Delano, PA to Nhava Sheva via New York on the Vessel INDAMEX NEW YORK, one (1) twenty-foot and one (1) forty-foot container SAID TO CONTAIN: ANTHRACITE FILTERS, at the applicable tariff and/or Service Contract rate of \$5,207.90 (Exhibit H).

Amount Paid: \$4,807.80

Amount Due: \$400.10

9. Invoice No. NAEX0260454, dated February 22, 2007, Pre-loading Demurrage totalling \$1,050.00 (Exhibit I).

Amount Paid: \$0

Amount Due: \$1,050.00

10. Invoice No. NAEX0268955, dated March 20, 2007, Pre-loading Demurrage totalling \$2,100.00 (Exhibit J).

Amount Paid: \$0

Amount Due: \$2,100.00

11. Bill of Lading No. NA1337329, Invoice No. NAEX0277064, dated March 15, 2007, from Savannah to Poti on the Vessel CMA CGM MAKASSAR, three (3) forty-foot Refrigerated containers SAID TO CONTAIN: FROZEN POULTRY PARTS, at the applicable tariff and/or Service Contract rate of \$11,434.50 (Exhibit K).

Amount Paid: \$11,404.50

Amount Due: \$30.00

II. Total Amount Due: \$5,683.92